

Boys + Girls

This Memorandum of Agreement ("MOA"), is made by and between the Board of Education of the City School District of the City of New York ("DOE") and the United Federation of Teachers, Local 2, AFT, AFL-CIO ("UFT") regarding Automotive High School and Boys and Girls High School (collectively the "Schools").

1. During school year 2014-2015, pursuant to a requirement of the New York State Education Department for "Out of Time Schools," both Schools will undergo a restaffing process for the 2015-16 school year. All staff wishing to be assigned to either of these Schools including current staff, new hires and transfers must apply for a position.
2. For the 2015-2016 school year, each of the Schools shall have their own Renewal School Staffing Committee (the "Staffing Committee") which shall be comprised of only the following members: the School's Superintendent (or designee), the School's UFT District representative (or designee), the School's CSA District or Borough representative, two designees of the CSA President, a designee of the Chancellor, two designees of the UFT President, one parent representative selected by the UFT President, one parent representative selected by the CSA, and two representatives of the UFT Teacher Center selected by the UFT.
3. A person wishing to be assigned to either of these Schools as the Principal, including the current principal or a new hire, must apply to the Renewal School Staffing Committee. The Committee shall select the School's Principal. Once the School Principal is selected by this School Staffing Committee, he/she shall serve as one of the CSA President's designee on the Staffing Committee.
4. For the 2016-2017 and 2017-2018 school years, the Staffing Committee shall be comprised of the School's Principal, the School's elected UFT chapter leader, one parent representative selected by the UFT, one parent representative selected by the CSA, one additional UFT member selected by the UFT members in the School and one additional professional staff member selected by the CSA. Should the Principal decide to include additional administrative staff or parents on the Staffing Committee, it is agreed that additional UFT selected representative(s) will be added such that 50% of the Staffing Committee's members are always UFT selected representatives.
5. The Staffing Committee shall be responsible for selecting and recruiting the Principal and all staff members working in titles represented by the UFT (whether new or currently existing applicants), as needed, that are assigned to work at the School beginning in the 2015-2016 school year through the 2017-2018 school year. The Staffing Committee, configured as described in paragraph 4 of this Agreement, shall continue to exercise the responsibilities set forth herein through the 2017-2018 school year.

6. Decisions of the Staffing Committee shall be made by consensus to the maximum extent possible. Should the Staffing Committee be unable to reach a consensus, a vote shall be taken and, in the event of a tie, the UFT President and the Chancellor shall jointly make a final determination or in the case of the selection of the School Principal only, the CSA President and the Chancellor shall jointly make a final determination. If the UFT President and Chancellor cannot agree, the decision shall be made by a neutral arbitrator jointly selected by the parties.
7. The Staffing Committee shall develop protocols and selection criteria for the selection and review of all staff to be assigned to these Schools to work in titles represented by the UFT and the School Principal. The protocols and selection criteria must be reasonable, job related, and objective to the degree that applicants could secure the knowledge and abilities needed to satisfy them in a variety of ways. The selection criteria cannot be designed with a particular individual in mind. Only those staff members (new or currently existing) who are selected by the Staffing Committee in accordance with the Staffing Committee's selection criteria and protocols can be assigned to the School (so long as the Staffing Committee continues to exist in accordance with paragraphs 2-5 above).
8. The criteria developed by the Staffing Committee shall include assessing the staff's (including the Principal) willingness to participate in a one-week paid (as set forth in paragraph 14 below) summer professional development institute during the summer of 2015, and shall also assess the willingness of staff to implement the School Renewal Plan (as set forth in paragraph 12 below) and the effectiveness of staff to be assigned to the School. It is understood that "effectiveness" in this context does not require or refer to any formal APPR overall or subcomponent rating.
9. The decisions of the Staffing Committee shall be grievable and arbitrable using the same process and implemented in the same manner as the Expedited Arbitration Procedure For the SBO Transfer and Staffing Plan (including, but not limited to, Article 22E2 of the collective bargaining agreement covering teachers for 2000-2003 and the practices that were established by the parties). It is understood that for these purposes, references to the (i) "School Personnel Committee" in Article 22E2 shall mean the "Staffing Committee" set forth herein and (ii) references to the "SBO Coordinator" shall mean the Director of the UFT Grievance Department or designee.
10. For the 2014-15 school year, the School Principal shall continue to be the rating officer for the teachers assigned to the School.
11. All UFT represented pedagogical employees released from assignment to one of the Schools (either because they did not apply or because they were not

selected by the Staffing Committee) at the end of the 2014-2015 school year shall be notified and given the opportunity to apply for other positions via the Open Market. If a released UFT represented pedagogical employee does not secure a position through the Open Market, the DOE shall assign him/her as follows: Starting with the 2015-2016 school year and continuing through the 2020-2021 school year (unless the employee is permanently staffed to a school), the employee shall be assigned annually to a high school with a vacancy in his/her license area on the first day of the school year in the same borough as the School. If there is no vacancy in his/her license area in a high school in the same borough as the School on the first day of school, then the pedagogical employee shall be placed in the same borough and High School Superintendency as the School. Once assigned to a high school in accordance with this paragraph, the employee shall remain in the high school for the entire school year except as follows:

- (i) The first time in a school year that a principal requests that the employee be given a different assignment, the employee shall be moved to a different high school assignment in the borough if, and only if, the Superintendent and the UFT district representative agree both that the employee should be moved and to which high school in the borough he/she shall be assigned;
- (ii) The second time in a school year that a principal requests that the employee be given a different assignment, the employee shall be moved to a different high school assignment in the borough if, and only if, both the Superintendent and the UFT district representative agree that the employee should be moved and to which high school in the borough he/she shall be assigned. However, no employee shall be moved a second time in a school year unless the principal of the high school to which the employee would be assigned agrees, except that, if no high school principal in the borough agrees to accept an employee who the Superintendent and the UFT district representative agree should be moved a second time, the high school in the borough to which the employee shall be assigned shall be jointly agreed to by the President of the UFT and the Chancellor. Should the President of the UFT and the Chancellor be unable to agree, the high school in the borough to which the employee will be assigned shall be determined by a neutral arbitrator jointly selected by the parties.
- (iii) If, in extraordinary circumstances, a third principal in a school year requests that an employee be given a different assignment, the UFT President and the Chancellor shall review the request and jointly determine the best course of action.

UFT represented employees assigned pursuant to this paragraph 11 shall not be subject to rotation, field supervision, or the expedited discipline process set forth in section 16 of 2014 Memorandum of Agreement between the UFT

Greenman
212-210-
1951

and DOE and shall have all the rights and responsibilities of any other UFT represented employee in their title in the high school to which they are assigned (except program preference). It is understood that the employee shall be supervised and evaluated by the principal of the high school to which they are assigned in accordance with the applicable collective bargaining agreement.

12. The UFT and DOE shall create a Renewal Committee for each School. Half of the members of the Renewal Committee shall be appointed by the President of the UFT and half shall be appointed by the Chancellor. The Renewal Committee shall create the School Renewal Plan to be implemented in the School consistent with applicable law, regulations, and applicable collective bargaining agreements (and subject, where necessary, to approval by the SED Commissioner) that may include smaller class sizes, wrap around services, increased guidance counselors, additional paraprofessionals, and reduced class loads so that teachers can engage in planning, professional learning, and team teaching models. Decisions of the Renewal Committee shall be made by consensus to the maximum extent possible. Should the Renewal Committee be unable to reach a consensus, a vote shall be taken and, in the event of a tie, the UFT President and the Chancellor shall jointly make a final determination. If the UFT President and Chancellor cannot agree, the decision shall be made by a neutral arbitrator jointly selected by the parties. The School Renewal Plan, consistent with this Agreement, shall be the controlling and operative plan for each School and shall supersede any other plans for the School.
13. Expanded learning time for students may be established, in a manner set forth in the School Renewal Plan created by the Renewal Committee, through either (i) a staggered start of the school day for staff or (ii) voluntary staff participation in before-school, after-school, and summer programs consistent with existing collective bargaining agreements. It is understood that UFT represented employees who are teaching classes and CSA represented employees supervising teachers that may result in students receiving credit outside regular school hours shall be paid on a pro rata basis. The amount of expanded learning time, when it is scheduled and the manner in which it is used shall, consistent with any applicable SED requirements, be determined by the Renewal Committee for the 2015 -2016 school year and thereafter through the SBO process or the Renewal Committee in the event that the school does not pass an SBO consistent with the terms of the collective bargaining agreement.
14. The Summer professional development institute, referenced in paragraph 8 of this Agreement, shall be one week during the summer of 2015 and paid on a pro rata basis. The content, hours, scheduling and other aspects of implementation shall be determined by the Renewal Committee consistent

with applicable law, regulations, and collective bargaining agreements and subject where necessary to SED approval.


15. Except as expressly provided herein, this Agreement shall not constitute a modification of, limitation on or waiver of any provision of any collective bargaining agreement between the parties or past practice.

THE FOREGOING IS UNDERSTOOD, ACCEPTED AND AGREED TO BY:

UNITED FEDERATION OF TEACHERS,
LOCAL 2, AFT, AFL-CIO

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF NEW
YORK

Signature



Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and agreed to with respect to CSA members

Signature _____ Name _____ Title _____
Date _____